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**SITE ACCESS AND RESTORATION PROJECT IMPLEMENTATION  
AGREEMENT BETWEEN  
THE TEXAS PARKS & WILDLIFE DEPARTMENT  
AND  
CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY**

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THIS SITE ACCESS AND RESTORATION PROJECT IMPLEMENTATION AGREEMENT (the "Agreement") is entered into by and between the Texas Parks and Wildlife Department ("TPWD"), and Chevron U.S.A. Inc., a Pennsylvania corporation, and Chevron Environmental Management Company, a California corporation (collectively the two Chevron entities are referred to herein as "Chevron") for the purpose of granting access rights to Chevron to conduct restoration actions on TPWD-owned property, as described herein, and to authorize the implementation of the Restoration Projects as referenced herein.

**Recitals**

WHEREAS, TPWD owns a tract of real property located in Jefferson County, Texas, referred to as the J.D. Murphree Wildlife Management Area, hereafter referred to as "the Jefferson County (J.C.) Wetlands Property" and generally depicted in Exhibit A which is incorporated herein by reference;

WHEREAS, TPWD owns tracts of real property located in Orange County, Texas referred to as the Lower Neches Wildlife Management Area, which includes the Old River South Unit (hereinafter referred to as the "ORS Property") and generally depicted in Exhibit B which is incorporated herein by reference;

WHEREAS, the J.C. Wetlands Property and the ORS Property are collectively referred to hereinafter as the "TPWD Properties";

WHEREAS, the consent decree, United States of America and the State of Texas v. Chevron U.S.A. Inc., et al., hereafter referred to as the "Consent Decree", requires Chevron U.S.A. Inc. to implement restoration projects in Jefferson and Orange Counties, Texas, collectively referred to as the "Restoration Projects" for the purpose of resolving natural resource damage claims by the federal and state natural resource trustee agencies;

WHEREAS, these Restoration Projects are more fully described in the Implementation and Monitoring Plan ("IMP") for Restoration Projects which is attached to and incorporated by reference in the Consent Decree;

WHEREAS the Restoration Projects as proposed are to be implemented on the specific portions of the TPWD Properties depicted in Exhibits C and D which are incorporated herein by reference;

WHEREAS, TPWD has acknowledged the value and benefit of the Restoration Projects to the TPWD Properties and has indicated a desire that the Restoration Projects be implemented on the TPWD Properties;

WHEREAS, to implement the Restoration Projects, Chevron must receive authorization from TPWD to access the TPWD Properties for the purpose of performing the work required by the Consent Decree and the IMP; and

WHEREAS, by and through this Agreement, TPWD authorizes the completion of the Restoration Projects and hereby grants access to the TPWD Properties for the purpose of preparing for, implementing, maintaining and/or monitoring the Restoration Projects;

### **Agreements**

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained and subject to the terms and conditions set forth below, TPWD and Chevron do hereby agree and contract as follows:

1. TPWD and Chevron hereby acknowledge and agree that the recitals set forth above are true and accurate.
2. TPWD hereby attests to the fact that it has the authority to grant Chevron, its employees, contractors, subcontractors, agents and representatives, access to the TPWD Properties for the purpose of preparing for and implementing the Restoration Projects on the TPWD Properties including any necessary maintenance and/or monitoring activities. This Agreement governs only the right of access to and use of the TPWD Properties and does not grant TPWD any additional or independent authority to approve or certify compliance with the requirements of the Consent Decree or the IMP.
3. Subject to the terms contained in Paragraph 4 below, TPWD shall provide access to the TPWD Properties to Chevron, its employees, contractors, subcontractors, agents, and representatives, as necessary for the sole purpose of preparing for, implementing and supervising construction of the Restoration Projects on the TPWD Properties described in Exhibits A and B including necessary maintenance and/or monitoring activities associated with the Restoration Projects. Said access shall include but not be limited to the right of Chevron, its employees, contractors, subcontractors, agents and representatives to bring equipment, supplies, materials or other items necessary to the Restoration Projects onto or across the TPWD Properties and to use such items on the TPWD Properties for the sole purpose of preparing for, implementing, maintaining and/or monitoring the Restoration Projects.
4. Prior to entering onto the TPWD Properties and prior to undertaking any activities on the TPWD Properties that are necessary to prepare for, implement, maintain

and/or monitor the Restoration Projects, Chevron shall coordinate with and obtain permission for access and commencement of such activities from Mr. James Sutherlin, TPWD's Area Manager ("Area Manager") or his successor or designee. Failure to adhere to any of the provisions of this Agreement by Chevron or Chevron's employees, contractors, subcontractors, agents, or representatives shall render this Agreement subject to cancellation. Specifically,

- i. Chevron shall notify the Area Manager or his successor or designee (hereinafter referred to as Area Manager) at least 48 hours in advance of its intent to enter onto the TPWD Properties to prepare for, commence implementation of the Restoration Projects and shall again notify the Area Manager when it commences a major task or phase for each of the Restoration Projects. The notice shall describe the location and the general nature of the activities it intends to undertake on the TPWD Properties. In no instance shall Chevron, its employees, contractors, subcontractors, agents or representatives enter onto the TPWD Properties or begin activities prior to receiving approval from the Area Manager. At all times while on the TPWD Properties, Chevron, its employees, contractors, subcontractors, agents and representatives shall comply with the instructions of the Area Manager, including an instruction to stop work. However, the Area Manager shall not unreasonably withhold or delay approval to enter onto the TPWD Properties or to perform activities required by the Consent Decree and the IMP, nor shall the Area Manager unreasonably request a work stoppage. The notice required by this section may be given via telephone (409.736.2551) or facsimile (409.736.0382). Chevron shall not be required to provide said 48-hour notice for each day Chevron anticipates accessing or conducting activities on the TPWD Properties. Rather, Chevron may provide a single notification that anticipates conducting specific component tasks on the TPWD Properties over a given specified time period (e.g., several days, a week, two weeks, etc.) and said single notification for each major task or phase for each of the Restoration Projects shall be deemed sufficient notification for that task for that given period of time.
- ii. All work shall be conducted during hours and days as designated by the Area Manager; however the Area Manager shall not impose unreasonable hour and day restrictions or requirements. Specifically, it is contemplated by TPWD and Chevron that work may be conducted Monday through Sunday during daylight hours.
- iii. Entrance to and travel within the TPWD Properties shall be over established routes or as authorized by the Area Manager. Additional service roads shall not be constructed unless otherwise authorized by the Area Manager.
- iv. Existing gates shall be used and shall remain closed and secured, unless otherwise authorized by the Area Manager. Where access to the TPWD

Properties is through a locked gate, Chevron may use its own lock and shall provide gate security at its own expense. Only authorized Chevron employees, contractors, subcontractors, agents or representatives shall be allowed access to the TPWD Properties. All Chevron vehicular and personnel activities on the TPWD Properties shall be directly related to the preparation for, implementation, maintenance and/or monitoring of the Restoration Projects.

5. In order to ensure the success of the Restoration Projects during the period of their implementation and for as long thereafter as deemed necessary by the Area Manager and TPWD's Primary Contact identified in the Consent Decree, TPWD shall make reasonable efforts to restrict or eliminate access by third parties (i.e., persons not affiliated with TPWD, the Natural Resource Trustees or Chevron, its contractors, subcontractors, agents and representatives) to the areas on the TPWD Properties where the Restoration Projects are being prepared for, implemented, maintained and/or monitored. Specifically, TPWD shall, if deemed necessary, close public access to these specific areas of the TPWD Properties where the Restoration Projects are being conducted by appropriate notice and signage. Additional efforts may be undertaken by Chevron upon mutual agreement between TPWD and Chevron.
6. Chevron agrees to notify and obtain access from any and all holders of rights-of-way or easements on the TPWD Properties as may be necessary for the purpose of preparing for, implementing or maintaining and/or monitoring and any other activities associated with the Restoration Projects. TPWD agrees to provide reasonable assistance to Chevron, if necessary, in securing such access.
7. Hunting, fishing, trapping and the carrying of firearms on the TPWD Properties by Chevron employees, contractors, subcontractors, agents or representatives is strictly prohibited at all times. Chevron will include this restriction in its site safety plan. Chevron may, after consultation with the Area Manager, take appropriate actions to protect its employees, contractors, and visitors from pests, rodents, and dangerous animals and/or reptiles. Application of pesticides, rodenticides or herbicides is prohibited anywhere on the TPWD properties without prior approval of the Area Manager. In an emergency situation wherein Chevron employees, contractors or visitors are in imminent danger, Chevron may immediately take appropriate action which must be followed by notice to the Area Manager as soon as possible thereafter.
8. This Agreement does not grant any right or approval other than the right of access and use of the TPWD Properties as necessary to prepare for, implement, maintain and/or monitor the Restoration Projects on the TPWD Properties. Chevron must comply with all federal, state, and local laws and must secure all applicable permits and regulatory approvals as well as all property use approvals before initiating any Restoration Projects on the TPWD Properties.

9. For the duration of the effective period of this Agreement, Chevron or Chevron through its contractors and/or subcontractors shall maintain insurance coverage sufficient to protect TPWD against any and all claims that may arise out of or result from Chevron's presence on the TPWD Properties or from Chevron's preparation for, implementation, maintenance and/or monitoring of the Restoration Projects and shall maintain Workers Compensation Insurance that complies with Texas statutory requirements. Chevron shall name TPWD as an additional insured party on the described required insurance coverage. Chevron shall furnish proof of such insurance to TPWD prior to entering onto the TPWD Properties for the first time after the effective date of this Agreement and annually thereafter. Furthermore, Chevron shall indemnify, save and hold harmless TPWD, its officials, agents, employees, contractors, subcontractors, or representatives for or from any and all claims or causes of action arising from or on account of negligent or willful and wanton acts or omissions attributable to Chevron, its officers, directors, employees, agents, contractors, subcontractors, and any persons acting on its behalf or under its control in carrying out activities associated with implementation of the Restoration Projects.
10. Nothing in this Agreement is intended or should be construed as releasing Chevron of any legal claim for damages to the TPWD Properties that TPWD may be able to assert as a result of negligent or willful and wanton acts on the part of Chevron's employees, contractors, subcontractors, agents or representatives and no express or implied waiver of any claim is intended.
- a. Upon permanent cessation, for whatever reason, by Chevron of activities governed by this Agreement, Chevron shall remove from the TPWD Properties all equipment, material, supplies, trash or debris placed, stored, or used on the TPWD Properties and shall ensure that the TPWD Properties are otherwise left in a condition satisfactory to the Area Manager.
12. Warranties: For the Restoration Project implemented on the J.C. Wetlands Property, Chevron shall ensure that its contractor(s) guarantees all work against defects in materials, equipment, or workmanship for a period of one (1) year from Certification of Construction Completion as described in the IMP. Specifically, Chevron shall require its contractor(s) to repair all defects in materials, equipment or workmanship appearing within one (1) year from Certification of Construction Completion of the J.C. Wetlands Restoration Project as follows. Upon receipt of written notice from TPWD of the discovery of any defects, Chevron shall require its contractor(s) to promptly and at no additional cost to TPWD, remedy the defects and replace any property damaged therefrom. In case of emergency where delay would cause serious risk of loss or damage to TPWD or if Chevron, after notice, fails to require its contractor(s) to proceed promptly and remedy any such defects within thirty (30) days or within another period of time which has been agreed to in writing, in compliance with the terms of this warranty and guarantee, TPWD may

have the defects corrected and Chevron shall be liable for all expenses incurred.

13. This Agreement shall be governed by and construed under the laws of the State of Texas.
14. This Agreement shall terminate upon Chevron's completion of the Restoration Projects as completion is defined in the Consent Decree and its attachments or sooner if terminated in writing by both Parties.
15. This Agreement, along with all Exhibits previously referenced and incorporated herein, constitutes the entire agreement between TPWD and Chevron relating to access to and use of the TPWD Properties. This Agreement may not be changed, amended or modified except by instrument in writing signed by all the parties hereto.
16. The effective date of this Agreement shall be the date upon which the last of TPWD and Chevron sign this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers, in accordance with their duly respective laws.

**TEXAS PARKS & WILDLIFE DEPARTMENT**

Signature

Date:

8/3/2004

\_\_\_\_\_  
Scott Boruff  
Name (Print)

Date: \_\_\_\_\_

Deputy Executive Director of Operations  
Title

State of Texas  
County of Travis

Subscribed and sworn to me on this 3<sup>rd</sup> day of August, 2004.

Notary Public



William Hauschildt  
Signature

Date: 25 August 2004

F. William Hauschildt  
Name (Print)

Date: 25 August 2004

Title

Notary Statement

CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY

Signature

Jeffrey J Potay  
Name (Print)

Date: 8/13/04

Date: 8/13/04

Business Unit Manager  
Title

Notary Statement

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Contra Costa

ss.

On

Aug. 13, 2004

Date

before me,

Stacy Thrusch

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Jeff Patry

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Stacy Thrusch  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



**List of Exhibits:**

**Exhibit A – Map of J.C. Wetlands Property**

**Exhibit B – Map of ORS Property**

**Exhibit C – Map of Location of JC Wetlands Restoration Project**

**Exhibit D – Map of Location of ORS Wetlands Restoration Projects**

Exhibit A



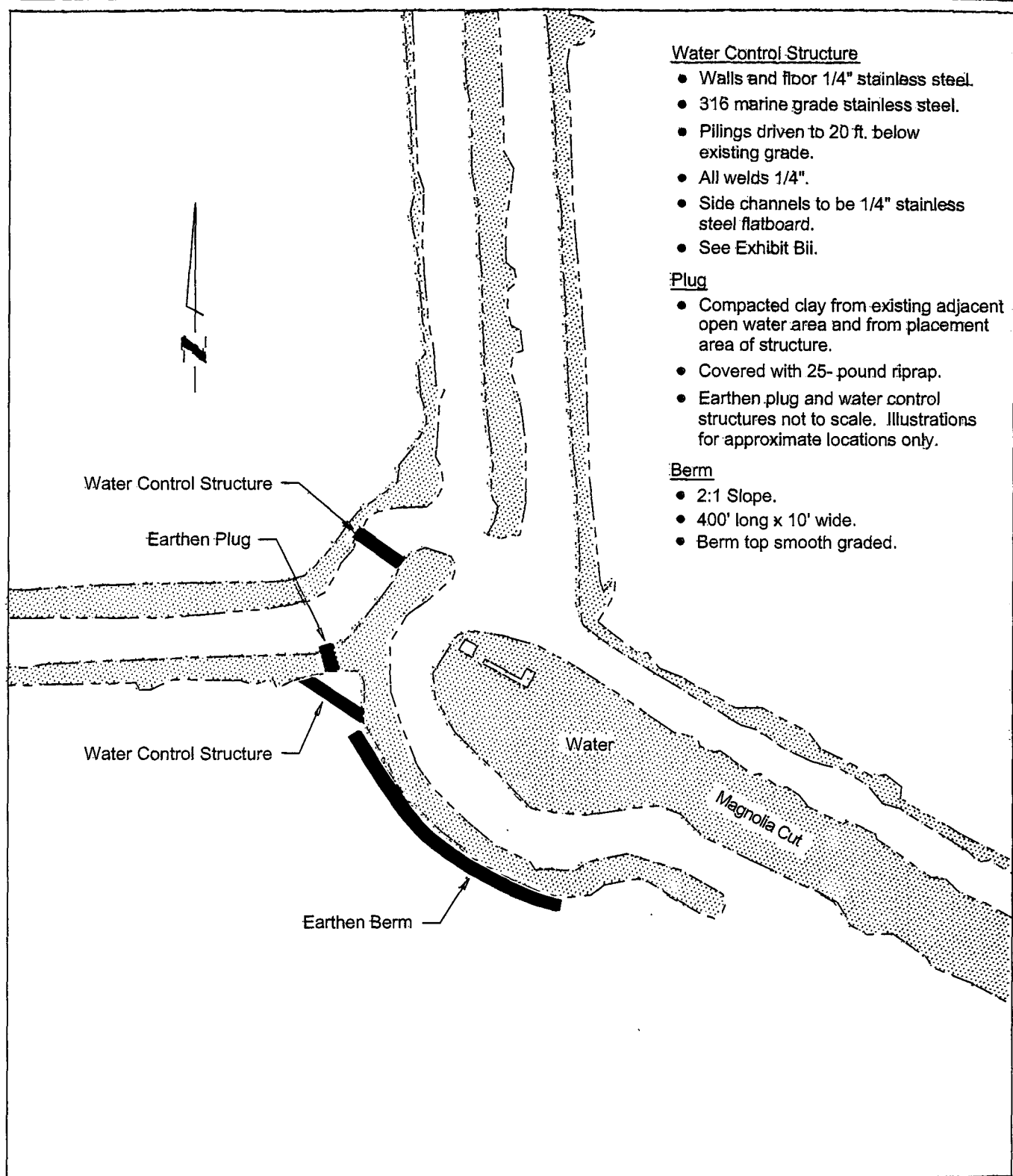
Approximate boundary of the Big Hill Unit of the Texas Parks and Wildlife J.D. Murphree Wildlife Management Area

## EXHIBIT B



Approximate boundaries of the Old River Unit of the Texas Parks and Wildlife Lower Neches River Wildlife Management Area.

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#### Water Control Structure

- Walls and floor 1/4" stainless steel.
- 316 marine grade stainless steel.
- Pilings driven to 20 ft. below existing grade.
- All welds 1/4".
- Side channels to be 1/4" stainless steel flatboard.
- See Exhibit Bii.

#### Plug

- Compacted clay from existing adjacent open water area and from placement area of structure.
- Covered with 25- pound riprap.
- Earthen plug and water control structures not to scale. Illustrations for approximate locations only.

#### Berm

- 2:1 Slope.
- 400' long x 10' wide.
- Berm top smooth graded.

UNITED STATES OF AMERICA  
and the STATE OF TEXAS,  
Plaintiffs,  
v.  
CHEVRON U.S.A. INC. and CHEVRON  
ENVIRONMENTAL MANAGEMENT CO.  
Defendants.  
Civil Action No. \_\_\_\_\_

0 200  
FEET  
Approx. Scale

**Exhibit C**  
J.D. Murphree Water Control Structure  
Proposed Locations

PROJ. NO: 1076911 CK: DATE: 2/04



#### Legend:

- Terraces
- Borrow Areas
- Mounds
- - - Existing natural channels

#### Material Complies

- Approximately 85 acres of terraces and mounds.

#### Terraces

- 1.75 - 2.75 feet NAVD 1988 elevation.
- Constructed from existing substrate material.
- Linear width  $\leq 131$  feet.
- Planted with 4-inch plugs.
- Approximately 11,838 linear feet.

#### Mounds

- 1.10 - 1.75 feet NAVD 1988 elevation.
- Constructed from stockpiled dredge material.
- Width  $\geq 33$  ft.  $\leq 131$  ft.
- Planted with 4-inch plugs.

#### Coastal Wet Prairie

- 1.2 - 2.1 feet NAVD 1988 elevation.
- Planted with 4-inch plugs.
- Approximately 30 acres. (May be reduced to create more emergent wetland).

#### Ferry Road Water Control Structure

- 42 feet wide at base.
- 10 feet wide at crown.
- Constructed of compacted clay.
- Concrete matting
- Boat crossing
- See Exhibit C1

#### Culverts

- 35-inch x 24-inch.
- Oval arch.
- Support pilings and braces.

#### Environmental Notes

1. Minimize impact to existing wetland areas.
2. Do not fill existing channels.
3. Avoid pipeline corridor for safety.
4. Comply with USACE Permit and TPWD Access Agreement.

0 1000  
FEET  
Approx. Scale

UNITED STATES OF AMERICA  
and the STATE OF TEXAS,  
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CHEVRON U.S.A. INC. and CHEVRON  
ENVIRONMENTAL MANAGEMENT CO.  
Defendants.  
Civil Action No. \_\_\_\_\_

Exhibit D  
Old River South  
Proposed Project Location  
Orange County, Texas